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In Virginia, it has been held that a condition in a policy, providing that the policy shall be void if the title of the property be transferred or changed, will not apply in the following cases:

- 1. To the descent of the property on the death of the assured to his heirs. Ga. Home Ins. Co. v. Kinnier's Adm'x, 28 Gratt. 88.
- 2. To the resignation of a trustee—who had insured property in his charge—and the substitution of another in his stead. Ga. Home Ins. Co. v. Bartlett, Trustee, 91 Va. 305
- 3. To a transfer by one partner of his interest in the insured property to the other partner. Va. Fire & Marine Ins. Co. v. Vaughan, 88 Va. 832.

G. C. G.

INSURANCE—INSURABLE INTEREST.—A woman is held, in *Opitz* v. *Karel* (Wis.), 62 L. R. A. 982, to have an insurable interest in the life of a man whom she is engaged to marry.

INTERSTATE COMMERCE—RIGHT OF STATE TO REGULATE.—The right of a state to require the delivery of interstate freight by one carrier to another within its borders, in order that the freight may reach a particular depot within a certain municipality, is denied in *Central Stock Yards Co.* v. *Louisville & N. R. Co.* (C. C. A. 6th C.), 63 L. R. A. 213.

LATERAL SUPPORT—INDEPENDENT CONTRACTOR.—A lot owner is held, in Davis v. Summerfield (N. C.), 63 L. R. A. 492, to be unable to relieve himself from liability for injury to an adjoining building through the negligent excavation of his own lot by letting the work to an independent contractor, if, by reason of the depth to which the excavation is to be carried, it might reasonably be anticipated that injury would probably occur from the prosecution of the work unless reasonable care is exercised.

NATIONAL BANKS—TRANSFER OF SHARES BY STOCKHOLDER WHILE INDEBTED TO BANK.—A national bank is impliedly precluded from forbidding any transfer of its shares of stock, without the consent of the directors, by a stockholder while he is indebted to the bank, because of the repeal, by the act of June 3, 1864 (13 Stat. at L. 99, chap. 106), re-enacting, in completer form, the entire law as to national banks, of the provisions of the act of Feb. 25, 1863, (12 Stat. at L. 665, chap. 58), subjecting transfers of stock in a national bank, to debts due by the stockholders to the bank, or permitting the board of directors to provide to that effect. Third National Bank of Buffalo v. Buffalo German Insurance Company,—U. S.,—24 Sup. Ct. 524.

RAILROAD COMPANY—DISCHARGE—BLACKLISTING.—A custom of railroads to keep a record of the causes of the discharge of employees, and to decline to employ those who are discharged for certain causes, is held, in *Hundley v. Louisville & N. R. Co.* (Ky.), 63 L. R. A. 289, to make it a part of the contract of employment that no false entry as to the cause of